

340330

AGREEMENT BETWEEN
POLICE OFFICER'S ASSOCIATION
TOWNSHIP OF BORDENTOWN, *Blueington Lodge 2*

and

TOWNSHIP OF BORDENTOWN, *Township of*

CONTRACT YEARS *(1982 - 1983)*

X 1982 - 1983 *(Blueington Lodge 2)*

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

THIS AGREEMENT, made and entered into this 28th day of September , 1982 by and between the TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BORDENTOWN, NEW JERSEY, hereinafter referred to as the "Township"; and BURLINGTON COUNTY LODGE NO. 2, FRATERNAL ORDER OF POLICE, also known as the Bordentown Township Police Officer's Association, hereinafter referred to as the "Association";

1. PURPOSE: It is the desire of the parties to promote a harmonious relationship between one another, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning terms and conditions of employment, reached as a result of good faith negotiations.

2. RECOGNITION OF UNIT: The Township hereby recognizes the Association as the sole and exclusive collective negotiation representative for all members of the Bordentown Township Police Department holding the rank of Patrolman or Sergeant, and all other members of the Police Department are specifically excluded.

3. NON-DISCRIMINATION: The Township agrees not to discriminate against any member of the Association on the basis of race, creed, color, national origin, sex, membership or participation in or association with the activities of the Association or for presenting a grievance.

4. GRIEVANCE PROCEDURE:

A. A "grievance" is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

A "day" is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

B. Members of the Association who feel aggrieved shall process this dispute in accordance with the procedure outlined in this Paragraph, but no settlement of a grievance shall contravene the provisions of this Agreement.

C. The aggrieved member of the Association who shall have been dissatisfied with any resolution of the grievance within the Division of Police which has concluded with the Police Chief's determination, shall reduce his grievance to writing and may present it to the Township Administrator within five (5) days thereafter. The Administrator shall meet with the aggrieved member and such other individuals whom the Administrator may determine to be necessary for the purpose of adjusting or resolving the grievance and shall render a written decision thereon, within five (5) days after receipt of the written grievance.

D. In the event the aggrieved member is not satisfied with the formal resolution set forth in Paragraph 4-C, he may submit his written grievance to the Township Committee within ten (10) days thereafter. The Committee may meet with the aggrieved member and such other individuals whom the Committee may determine to be necessary for the purpose of adjusting or resolving the grievance, and shall render a final written decision thereon, within fifteen (15) days after receipt of the written grievance.

E. The aggrieved member of the Association shall have the right to appear along or with a representative of his choice.

F. The written grievance shall contain:

(1) The nature of the grievance; (2) a statement of the facts upon which the grievance is based; (3) the provisions of this Agreement covering the grievance; and (4) a statement of the relief requested.

G. No grievance shall be entertained or processed unless it is filed within the appropriate time limit. If an answer shall not be provided within the appropriate time limit, it may be immediately appealed to the next step.

H. Where a grievance shall arise over the application of the terms of Paragraphs 12 or 13, the grievance shall be commenced with the procedure indicated in Paragraph 4-C.

I. To the extent that the Public Employment Relations Commission has jurisdiction, if any, under the New Jersey Employer-Employee Relations Act, disputes between the parties may be appealed to the Public Employment Relations Commission.

5. UNIFORM MAINTENANCE: The Township shall issue each member of the Association appropriate uniforms. The members shall be responsible for the laundry, care and maintenance of uniforms. The members shall receive an annual payment of \$400.00 in the 1982 contract year and \$400.00 in the 1983 contract year as compensation for such laundry expense.

6. HOLIDAYS: The Township shall designate by resolution twelve (12) holidays each year, applicable to members of the association. For purposes of complying with this provision, the holidays designated in the resolution shall be on the day on which the specific holiday occurs, even though, because it may fall on a weekend, it may be generally celebrated on the preceding Friday or following Monday.

Any additional holidays granted generally to Township employees will be made applicable to members of the Association.

Any member of the Association who is either not scheduled to work on a holiday and is required to work or who is required to work more than originally scheduled, shall receive payment for said added time at the rate of double time.

7. PERSONAL DAY: Each member of the Association shall be granted three (3) days each year with pay for personal leave, provided that sufficient prior notification is given to the Chief of Police so that arrangements can be made to provide coverage for the position in performing the Department's function.

8. VACATION: Members of the Association shall be entitled to an annual paid vacation as follows:

<u>COMPLETED YEARS OF CONTINUOUS SERVICE *</u>	<u>DAYS OF PAID VACATION</u>
Up to 1	one day per month
1 to 5	12
6 to 12	15
13 to 20	20
21 or more	25

A member of the Association who is taken ill on authorized vacation leave may report the circumstances to the Chief of Police by telephone or wire, and upon presentation of a physician's certificate, may be allowed to charge to sick leave the time lost by reason of illness on vacation leave.

Vacation leave shall not accumulate from year to year, except that when a member is precluded from using vacation leave by reason of emergency as declared by the Chief of Police, the member shall be permitted to carry over that vacation leave which was so precluded to the following year.

Vacation periods shall be coordinated and established by the Chief of Police.

9. SICK LEAVE: Members of the Association shall be entitled to sick leave annually as follows:

* Completed prior to December 1st in each year.

COMPLETED YEARS OF
CONTINUOUS SERVICE

DAYS OF PAID
SICK LEAVE

Up to 1 year

One day per month

1 or more

15

Members shall be entitled to accumulate sick leave without restriction from year to year.

Members shall be given a written accounting of accumulated sick leave days on or about February 1 of each year.

10. INSURANCE: Pursuant to State law, the Township shall provide, at its sole expense, workmen's compensation coverage for each member of the Association.

Additionally, the Township shall provide, at its sole expense, an insurance policy covering each member which will provide payment of fifty dollars (\$50.00) each week in the event of a job-related disability resulting in the incapacitation of the member, for up to a maximum of one hundred and four (104) weeks. During the period of disability, the Township shall pay, on behalf of the member, any contributions due to the Police and Firemen's Retirement System.

11. MANAGEMENT RIGHTS: It is recognized that except as specifically limited, abridged or relinquished by the terms of this Agreement, all rights to manage, direct or supervise the operations of the Police Department are vested solely in the Township.

The Township shall have the right to make such reasonable rules and regulations respecting the on-duty conduct of the members, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. The Township agrees prior to the adoption of such rules and regulations to first advise the President of the Association of the proposed rule or regulation and afford

the members of the Association the opportunity to be heard.

12. LONGEVITY: A member of the Association who has completed the indicated number of years of continuous full-time employment with the Township shall be entitled to the specified percentage of compensation above his base pay, provided said period of continuous service shall have been completed prior to December 1 in each year.

YEARS OF SERVICE

LONGEVITY PAYMENT

5

1% of current annual
salary

10

2% of current annual
salary

The member shall request the longevity increase in writing to the Township administrator within the calendar year in which he completes any of the specified number of years as indicated above. The liability of the Township for any such longevity payments shall be limited to the calendar year in which said request is received, provided that no further request shall be required to maintain such member's current longevity payment level.

13. OVERTIME: From the date of execution of this Agreement, any member who shall work more than forty (40) hours during the established seven (7) day work period, or more than eight (8) hours during the established twenty-four (24) hour day, shall be compensated for the hours worked over 40 or 8, as appropriate, at one and one-half times his normal hourly rate.

This paragraph shall be interpreted so that overtime, whether worked on a voluntary or forced basis shall not become straight time due to the fact that the employee utilized a con-

tractural benefit day during the work period. Sick leave is not a contractural benefit day.

This paragraph shall further be interpreted so that overtime, when worked on a forced basis due to the extension of a shift because a replacement is not available, shall not become straight time due to the fact that the employee utilized contractural sick leave during the work week.

14. PAST PRACTICES: This Agreement supersedes any past practice not otherwise covered by this Agreement and it supersedes any previous Agreement, verbal or written, between the parties or any of them.

15. BEREAVEMENT LEAVE: If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend to funeral and be with the family without loss of pay from the day of death until the day after the funeral, but not more than a total of four (4) days. If a death occurs among other members of an employee's family, the employee will be excused from work to attend the funeral without loss of pay for one (1) day.

The phrase "members of an employee's immediate family" shall mean husband, wife, child, mother, father, sister or brother.

The phrase "other members of an employee's family" shall mean grandparent, grandchild, uncle, aunt, nephew, niece or cousin, or a step-relationship or in-law relationship to any particular relative defined as being either a member of an employee's immediate family or another member of an employee's family.

16. OTHER LEAVES OF ABSENCE: Other leaves of absence may

be provided consistent with the provisions of N.J.S.A. 40A:14-136 and 40A:14-137.

17. SHIFT DIFFERENTIAL: A differential in pay will be accorded to members assigned to the following shifts:

For the 1982 contract year:

4 P.M. to 12 Midnight	\$0.25
12 Midnight to 8 A.M.	0.35

For the 1983 contract year:

4 P.M. to 12 Midnight	0.25
12 Midnight to 8 A.M.	0.35

18. PERSONAL PROPERTY: The Township shall reimburse each member of the Association for the cost of prescriptive eyeglasses lost or damaged in the performance of duty, provided it shall not exceed \$50.00, upon presentation of a bill for such article. The member shall immediately notify the Chief of Police of the occurrence of loss or damage either during or immediately following the duty shift assignment to be eligible for such reimbursement.

19. CLOTHING: The Township shall provide each member of the Association with one pair of appropriate shoes (Bates Float-away brand, Chief style) per year to be worn on duty at all times.

20. INSURANCE: The Township shall provide and maintain at the existing level, insurance as follows: Blue Cross/Blue Shield Hospitalization and Major Medical (full family coverage); police professional liability; and police accident and income protection. In addition, the Township shall maintain participation in the New Jersey Police and Fireman's Retirement System and shall comply with the regulations of such participation.

21. SUPPLEMENTAL COMPENSATION UPON RETIREMENT: Each full time member shall be entitled to receive, upon retirement, a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited on the effective date of retirement. The supplemental compensation payment shall be computed at the rate of one-half of the daily rate of pay for each day of earned and unused accumulated sick leave based upon the preceeding twelve months base salary received during the last year of service prior to the effective date of retirement, provided however, that no such lump sum supplemental compensation payment shall exceed \$12,000.00.

22. SALARY LEVELS: The salary for the members of the Association shall be payable in bi-weekly installments, on an annual basis, as follows:

<u>POSITION</u>	<u>For 1982</u> <u>TIME IN POSITION</u>				
	0-1 year	1-2 years	2-3 years	3-4 years	4-5 years or more
Patrolman	12,026.88	13,029.12	13,530.24	14,532.48	18,416.16
Sergeant	13,797.86	14,426.74	15,546.24	19,794.24	

	<u>For 1983</u> <u>TIME IN POSITION</u>				
	0-1 year	1-2 years	2-3 years	3-4 years	4-5 years or more
Patrolman	11,980.80	12,979.20	13,977.60	14,476.80	19,344.00
Sergeant	13,797.86	14,502.04	15,163.02	20,800.00	

If a member was initially employed on or before June 30 of his first year as a full-time member of the Department, it shall be considered that that period of employment during that first year was a full year and shall be counted as a full year of service for the above schedule. If a member was initially employed after June 30 of his first year as a full-time member of

the Department, that period of employment during the first year shall not be considered as constituting a year of service or part thereof in reference to the above schedule.

23. COST-OF-LIVING BONUS: Because of the increase expected in the cost-of-living ("COL"), which has resulted in decreasing the purchasing power of normal employee compensation, the parties have agreed to the payment of a COL bonus; it has been further agreed that a fixed sum will be utilized in determining this bonus amount, which may or may not be directly related to an actual increase in the COL, in order to permit the Township to accurately budget and to allow the members of the Association to forecast the actual amount they will receive. Any COL bonus paid shall not become a part of the base salary. The COL bonus shall be:

	<u>1982 and 1983</u>				
	0-1 years	1-2 years	2-3 years	3-4 years	4-5 years or more
Patrolman	404.35	425.04	452.60	484.31	528.40
Sergeant	439.53	460.19	566.54		

24. PAID LEAVE FOR ASSOCIATION REPRESENTATIVES: Pursuant to N.J.S.A. 11:26C-4, the Township agrees to give a leave of absence from scheduled day of work with pay to duly authorized representatives of the Association to attend any State or national convention of the Fraternal Order of Police, provided that (a) such leave shall be limited in the aggregate to ten (10) days in a calendar year; (b) such leave shall not interfere with the normal

functioning of the Police Department; and (c) such leave, when taken, shall not be subject to or affect overtime (for whatever reason) or shift differential payment, but such payment shall be made at the base annual salary.

25. PART-TIME EMPLOYMENT: Members of the Association who wish outside part-time employment, whether in or outside the boundaries of the Township, shall apply for same and first receive approval from the Police Chief. Approval may only be denied if the proposed outside employment will result in a conflict with the employee's police duties. In the event permission is not granted, the employee may appeal the decision to the entire Township Committee.

The application of this paragraph shall be governed by the "Resolution Establishing a Policy Regarding Use of Township Uniforms by Law Enforcement Personnel While Off-Duty" as adopted May 22, 1979. Said resolution is attached to this contract and incorporated herein.

26. BENEFITS TO BE PRO-RATED: In the event a member of the Association becomes initially employed in the Police Department, any benefits which he would enjoy under this Agreement shall be, where applicable, applied pro rata to the number of days of employment based on a 365 day year.

27. The Township shall deduct Association dues from the pay of each member who signs a written authorization for the Township to do so. These monies shall be paid to the Association's designated representative on a periodic basis.

28. When a member of the Association is called back to work at a time when he is off or when a member of the Association is called in for a court appearance, that person shall work

for a minimum of two hours on each such occurrence and be paid accordingly. If the call back or court appearance lasts for less than the minimum two hours, the remaining time necessary to make up the two hours shall be utilized for other police related duties at the direction of the Chief of Police.

29. All lump sum payment checks are to be paid during the last week of June and the last week in November. One half of the yearly payment at each time.

30. TERM OF AGREEMENT: This Agreement shall take effect on and be retroactive to January 1, 1982 and shall continue in force to and including December 31, 1983, and until a successor agreement is executed.

31. FULL UNDERSTANDING: This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the day and year of first above written.

TOWNSHIP OF BORDENTOWN

Attest:

Evelyn Christenson
Evelyn Christenson, Clerk

BY [Signature]
Honorable David Thompson, Mayor

BURLINGTON COUNTY LODGE NO. 2
FRATERNAL ORDER OF POLICE
(Bordentown Township Police
Officer's Association)

Attest:

Ronald D. Franks
Ronald D. Franks, Secretary

BY [Signature]
Robert E. O'Dwyer, President

TOWNSHIP OF BORDENTOWN
BURLINGTON COUNTY, N. J.

RESOLUTION ESTABLISHING A POLICY
REGARDING USE OF TOWNSHIP UNIFORMS
BY LAW ENFORCEMENT PERSONNEL WHILE
OFF-DUTY.

WHEREAS, there exists a need to establish a policy regarding the use of Township uniforms by law enforcement personnel while off-duty; and

WHEREAS, the Township Committee desires and deems it necessary to set forth such policy for all law enforcement personnel in its employ,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The use of a township uniform or part thereof while in off-duty employment is permissible expressly subject to all of the following conditions:

- a. The employee shall first seek and obtain written approval for said employment from the Director of Police.
- b. The employee shall upon receiving approval for said employment from the Director of Police submit in writing a request to utilize Township uniforms during the course of approved off-duty employment setting forth the nature and duration of said employment.
- c. The employee shall provide the Director of Police with a written signed statement holding the Township harmless for any injury sustained or liability incurred by the employee while in off-duty employment utilizing a Township uniform. (A copy of an acceptable statement is attached hereto).
- d. The employee shall obtain from the off-duty employer and submit to the Director of Police a copy of the liability and workers compensation insurance coverage to be provided to

the employee during the term of off-duty employment.

BE IT FURTHER RESOLVED that this policy shall take effect immediately.

Adopted 5/22/79

SAMPLE

George Moyer, Chief
Acting Chief of Police
Township of Bordentown
Municipal Drive
Bordentown, New Jersey 08505

Re: Off Duty Employment - U.S. 206-130 Project
Union Paving Company - Wearing of Township Uniforms

Dear Chief Moyer:

Please be advised that I am a Bordentown Township Police Officer who will be employed, off duty, for Union Paving Company during the term of the above captioned project.

I recognize that while off duty as a Township Policeman and in the employ of Union Paving Company, the Township bears no official responsibility for any injuries or liability that I may incur while I am not on duty for the Township of Bordentown. Be further advised, that my employer has informed me that liability and worker's compensation coverage will be furnished me during the term of my off duty employment.

Yours sincerely,

cc/Committeeman Stephen Benowitz
Administrator Joseph Lawrence